

Mayor
John W. Minto

City Council
Ronn Hall
Stephen Houlahan
Laura Koval
Rob McNelis

INFORMAL REQUEST FOR BIDS (RFB) #20/21-20047

FOR

BANNER INSTALLATION & REMOVAL SERVICE

May 20, 2020

The City of Santee ("City") is seeking sealed bids for BANNER INSTALLATION AND REMOVAL SERVICE. Contractor shall provide all labor, materials, machinery, equipment, tools, supplies and mobility necessary to perform custom banner installation and removal, including but not limited to hanging and securing-in-place, traffic control, and take down at various City locations on days and times designated by the City, in accordance with the Contract Documents as described herein. The quantity of banners to be installed will depend on the fiscal year event schedule determined by City staff.

Bid Due Date: Bids are due **by 10:00 AM June 10, 2020** in the **City Clerk's Office** at 10601 Magnolia Avenue, Building 3, Santee, CA 92071, and must be on the Bid Proposal form contained herein. Bids must be prepared in ink or typewritten and signed by the bidder. **Bids must be submitted in a sealed envelope bearing on the outside the name of bidder, bidder's address, bid number, bid due date, and bid title.** Electronic bids are not acceptable. Each bid shall remain good for a minimum of sixty (60) days after bid opening.

This is an informal solicitation so a public bid opening will not occur, however, should bidders desire to be present at the opening of bids, the bidder should contact the City Clerk's Office at (619) 258-4100 extension 114 at least twenty-four (24) hours prior to bid opening. Bids received after the above date and time will be returned unopened.

The City of Santee complies with the Americans with Disabilities Act. If you require reasonable accommodations please contact the City Clerk's Office at 258-4100, extension 114, at least forty-eight (48) hours in advance.

Verification and Site Inspections: The estimated quantities of Work to be done under this Contract are herein stated. Before undertaking the Work, the bidder shall carefully study and compare the Contract Documents for any discrepancies, inconsistencies, ambiguities, conflicts, or other errors in them or between the Contract Documents and areas, and check and verify actual areas, and shall bear all costs for any error in the Work resulting from its failure to so compare and verify. Bidder shall satisfy himself or herself as to the character, quality, and quantities of work to be performed and materials to be furnished and perform site inspections of all specific service locations to become familiar with the access and egress, construction or building difficulties and method of delivery, all of which could affect Contractor's ability to perform the Work. Site inspections are encouraged but not required.

Submission of a bid shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the Work and as to the requirements of this Contract.

Bid Administration: All questions or requests for interpretation relative to this bid must be submitted in writing and received by 10:00 AM on JUNE 1, 200 to:

City of Santee
Attn: Jan Sherar, Procurement Specialist
10601 Magnolia Avenue, Santee CA 92071

Voice: (619) 258-4100, ext. 212
Fax: (619) 562-1046
jsherar@cityofsanteeca.gov

Questions and requests received after the above date and time will be reviewed at City's discretion and may not be considered. Bidders are responsible for confirming that questions are received by City.

Addenda: Any and all interpretations and supplemental instructions will be in the form of written addenda to the Contract Specifications which, if issued, will be faxed and/or mailed to all prospective bidders. Any addenda issued by the City during the time of bidding, or forming a part of the documents furnished to bidders for bid preparation, shall be covered in the bid and shall be made a part of the Contract. In the event that an addendum setting forth material changes, additions or deletions is issued when there is 72 hours or less to the bid deadline, the City will extend the bidding deadline by at least 72 hours.

Signing of Bid: Submitted bids must be signed by an authorized representative of the Bidder. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the bid to bind the bidder to each bid and to any contract arising therefrom. If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid.

Withdrawal or Revision of Bids: A bidder may withdraw or revise (by withdrawal of one bid and submission of another) a bid, provided that the bidder's request for withdrawal is received at the Office of the City Clerk in writing before the time specified for opening bids. Revised bids must be submitted as specified herein. The request for withdrawal shall be executed by the bidder or by his duly authorized representative.

Error in Calculation: All amounts bid shall be represented in figures. Should there be an error in calculation, unit price shall prevail. Any error in the addition or multiplication of the amounts constituting the items of the Bid Proposal will be corrected and such correct total(s) shall be used to determine the successful bidder. All prices or sums shall include all applicable sales and other taxes.

Modifications on the Submitted Bid: Modifications, changes, or additions to the Bid Proposal may be considered an irregularity. Erasures or corrections must be initialed by the person(s) signing the Bid Proposal. Alternate bids will not be considered unless called for.

Relief of Bidder: If the bidder claims a mistake was made in his or her bid, the bidder shall give the City written notice within five (5) working days after the receipt of bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.

Award of Contract: Contract award shall be based on the lowest responsive responsible bid on the basis of the Grand Total Bid Amount (Base Bid). All terms and conditions contained in the Contract Specifications shall become part of the "Contract Documents". No bid may be withdrawn for a period of sixty (60) days after the time set for the opening thereof. The Contract shall be awarded within sixty (60) days after the opening of bids if it is in the best interest of City to do so. The City reserves the right, after opening bids, to waive any informality in any bid, to reject any or all bids, to make an award to the lowest responsive responsible bidder as determined by the City and/or reject all other bids as may be in the best interest of the City.

The bidder, to whom an award is made, will be required to execute the Agreement in duplicate and provide certificates of insurance and endorsements and any other documents and certifications as may be required by the City within ten (10) working days of the receipt by the bidder of notification of award. No contract shall be binding upon the City until the same has been completely executed by the City Manager and City Attorney of the

City of Santee. Failure to execute an Agreement and file acceptable insurance certificates as required herein within the time limit above may be just cause for annulment of the award.

Licenses and Permits: Contractor and all subcontractors shall possess all valid licenses and permits required for the performance of the Work, including but not limited to:

- a) City of Santee Business License (upon award of contract)

The Contractor and subcontractor(s) shall pay all costs necessary to obtain these licenses and maintain them in full force and effect during the term of this Contract.

Certificates of Insurance and Endorsements will be required **as specified in the Sample Agreement ("Contract" document)** included herein.

Contract Term shall be July 1, 2020 (approximately), through June 30, 2021 Fiscal Year (FY) 2020-21. The City may, at its sole discretion, extend this Contract on a 12-month basis not to exceed three (3) additional twelve (12) month renewal terms as indicated in the Sample Agreement.

Purchase Order(s): Separate purchase orders will be issued for each fiscal year that the contract is in effect.

CONTRACT – BID PROPOSAL

BANNER INSTALLATION & REMOVAL SERVICE

**Documents to be SUBMITTED
By Bidder**

**BID PROPOSAL
SIGNATURE SHEET**

Bidder agrees that his or her bid shall remain open and not be withdrawn for a period of sixty (60) days from the date for opening bids. Bidder also agrees that if he or she is the successful bidder he or she will provide the certificates of insurance and endorsements as required under the Contract Documents within ten (10) days after receipt of Notice of Award.

Name of Bidder / Company: _____

Location Address: _____

Billing Address (if different): _____

Telephone No.: (____) _____ Facsimile No.: (____) _____

Email: _____

Receipt of Addenda: None ☐ or #____ #____ #____ is hereby acknowledged. _____ Initials

Public Agency Clause: Indicate whether or not this bid will be extended to other agencies (circle one):

Yes

No

By signing below, I attest that I am an authorized representative / agent, that I am authorized by my signature to bind this company contractually and certify under penalty of perjury the accuracy of the representations made on the Bid and related forms.

DATE: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

BID PROPOSAL**BID FORM**

Submitted herewith is our bid for BANNER INSTALLATION & REMOVAL SERVICE as specified in the Contract document. Any deviations from these specifications are duly noted and additional information is attached.

Prices include all payroll costs, overhead costs, insurance costs, delivery costs and any other costs associated with performance of the Work specified herein. The Grand Total Bid Amount (Base Bid) set forth below will be used to determine the lowest responsive responsible bid. The Unit Price set forth in the bid shall be used whenever it becomes necessary to add or delete an item or items.

Item #	DESCRIPTION / TASK	Unit Price	Est. Annual QTY Per Banner	Extended Price
1	6' x 4' banner (up only)	\$	1	\$
2	6' x 4' banner (switch out)	\$	1	\$
3	6' x 4' banner (down only)	\$	1	\$
4	6' x 10' banner (up only)	\$	1	\$
5	6' x 10' banner (switch out)	\$	12	\$
6	6' x 10' banner (down only)	\$	1	\$
7	6' x 20' banner (up only)	\$	1	\$
8	6' x 20' banner (switch out)	\$	20	\$
9	6' x 20' banner (down only)	\$	1	\$
10	Street Light banner (up only)	\$	60	\$
11	Street Light banner (switch out)	\$	20	\$
12	Street Light banner (down only)	\$	60	\$
GRAND TOTAL BID AMOUNT (BASE BID)				\$

Request for Bids
BANNER INSTALLATION AND REMOVAL SERVICE
BID PROPOSAL

BID FORM (CONT.)

In case of discrepancy between the unit price and the extended price set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the extended amount column, then the amount set forth in the extended amount column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the City from measured quantities of work performed based upon the unit price.

AS-NEEDED SERVICES	Unit Price
TRIP CHARGE for As-needed Extra Work, per Trip	\$ per trip
FLIP CHARGE (turning banners in opposite direction), per Banner	\$ per banner
REPAIR OR REPLACE LIGHT POLE BRACKET(S) Refer to Section 3.1 regarding payment for materials.	\$ per repair or replacement

PROMPT PAYMENT TERMS OFFERED: _____ % _____ DAYS

Note: Payment terms are Net 30 unless otherwise indicated. Should Bidder offer a cash discount for prompt payment, the acceptance date must be taken into consideration. Terms of less than 20 days will be considered net.

The City expressly reserves the right to reject the bid of any bidder who, upon investigation, has been determined to fail to complete similar contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the bidder is "non-responsible" and poses a substantial risk of being unable to complete the Work in a cost-effective, professional and timely manner.

In performing the above-described responsibility determination, the City reserves the right to utilize all possible sources of information in making its determination, including but not limited to: inquiries to regulatory State Boards and agencies; Dun and Bradstreet credit reports or similarly accredited credit reporting services; inquiries to companies and public entities for which the contractor has previously performed work; reference checks and examination of all public records.

Failure to complete all information may render your bid non-responsive [*Indicate not applicable ("N/A") where appropriate.***]**

GENERAL INFORMATION

Name of Bidder / Company: _____

Type of Company: Individual ____ Partnership ____ Corporation ____ (check one)

Date of organization or incorporation: _____ State of incorporation: _____

Names and titles of all partners or corporate officers of the organization:

How many years has Bidder's company been in business under its present name? _____

Under what other or former names has Bidder's company operated? _____

List other states in which Bidder's company is legally qualified to do business: _____

Number of years performing banner installation and removal services: _____

Has Bidder ever failed to complete any work awarded to it? ____ Yes or ____ No

If "yes", note when, where and why: _____

Within the last five (5) years, has any officer or partner of Bidder's company ever been an officer or partner of another company when it failed to complete a contract? ____ Yes or ____ No

If "yes", note when, where and why: _____

LIST OF CURRENT AND COMPLETED PROJECTS

Bidder must demonstrate the knowledge and working ability to perform the Work of this Contract by furnishing the following information for similar current and completed projects indicating a minimum of three (3) years' experience. ** Failure to meet or exceed this requirement may cause the bid to be rejected as nonresponsive.**

CLIENT NAME	SCOPE OF WORK	PERIOD OF PERFORMANCE	CONTRACT AMOUNT	CONTACT NAME, PH #, EMAIL

NON-COLLUSION DECLARATION

[Note: To be executed by Bidder and Submitted with Bid]

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date],
at _____ [city], _____ [state].

SIGNATURE:

PRINTED NAME:

TITLE:

WORKERS' COMPENSATION CERTIFICATE

Section 3700 of the Labor Code provides, in part, as follows:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways;

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees..."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

DATE: _____

CONTRACTOR: _____

SIGNATURE: _____

NAME AND TITLE: _____

(In accordance with Article 5, commencing at Section 1860, Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.)

WORKERS' COMPENSATION CERTIFICATE FOR SOLE PROPRIETORS

Contractor by the signature of its authorized representative hereunder represents that it is a sole proprietorship and is not legally required to carry workers' compensation or employers' liability insurance. However, if, at any time during the performance of the Work contemplated by the Contract Documents, the Contractor hires an employee or employees, the Contractor will provide the City of Santee with evidence satisfactory to the City of Santee that it has secured workers' compensation and employers' liability insurance satisfactory to the City of Santee prior to any such employee performing any work under the Contract Documents.

DATE: _____

CONTRACTOR: _____

SIGNATURE: _____

NAME AND TITLE: _____

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code Sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.¹

Name of Bidder: _____

DIR Registration Number: _____

Small Project Exemption: _____ Yes or _____ No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code Sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Company Name of Bidder _____

Signature _____

Name and Title _____

DATED _____

¹ If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

**CONTRACT SPECIFICATIONS
SAMPLE AGREEMENT AND PROVISIONS**

BANNER INSTALLATION & REMOVAL SERVICE

**Documents to be executed
By the
Successful Bidder
(AFTER award of Contract)**

This Contract, made and entered into this _____ day of 2020, by and between CITY OF SANTEE, sometimes hereinafter called "City" and _____, sometimes hereinafter called "Contractor."

WITNESSETH that the parties do covenant and agree with each other, as follows:

1. CONTRACT DOCUMENTS. The complete Contract includes all of the Contract Documents, to wit: the Notice Inviting Bids, Information for Bidders, the Bid Proposal and documents executed therewith, including the Non-Collusion Declaration, the Workers' Compensation Certificate, the Agreement, Addenda (if any), insurance certificates and endorsements and all official papers and documents relating to the Work to be performed hereunder, the General Provisions, the Technical Provisions and all modifications incorporated in these documents before their execution. These documents shall be deemed and considered as forming a part of this Contract as fully set forth herein and whether or not attached hereto. Any and all obligations of City and Contractor are fully set forth and described herein. All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

2. DUTIES OF CONTRACTOR. Contractor agrees to furnish all labor, materials, machinery, equipment, tools, supplies and mobility necessary to perform and complete in a good and worker-like manner and in accordance with the Contract Documents, all parts of the Work as called for and, in a manner, designated in and in strict conformity with the General and Technical Provisions appended hereto.

3. PAYMENT. City agrees to pay and Contractor agrees to accept as payment in full, payment according to the unit prices bid. Total amount not to exceed \$_____ for July 1, 2020 through June 30, 2021, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs.

4. DISPUTES. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the Director. The decision of the latter shall be final unless otherwise appealed to the Santee City Council. If Contractor disputes City Council's decision, Contractor shall have such remedies as may be provided by law.

5. TERM OF CONTRACT. This Contract shall be from July 1, 2020 through June 30, 2021, unless terminated or extended pursuant to this Contract. Contractor's obligations to indemnify the City and any guarantee provided in accordance with the Contract Documents shall survive termination of this Contract.

6. OPTIONS TO EXTEND CONTRACT. The City reserves the following rights to extend the term of this Contract.

- a) The City may, at its sole discretion, extend this Contract on a 12-month basis not to exceed three (3) additional twelve (12) month renewal terms by giving written notice thereof to the Contractor not less than thirty (30) calendar days before the end of the Contract term.
- b) In addition to Item 6(a) above, the City has a one-time option to extend the Contract for a period up to ninety (90) days by giving written notice thereof to the Contractor not less than five (5) calendar days before the expiration of any Contract year.

If the City exercises any of the above-described options, the Contract prices shall be adjusted in accordance with the Seventh Paragraph of this Contract.

7. COMPENSATION ADJUSTMENT UPON EXERCISE OF OPTION TO EXTEND.

7.1. PERIOD OF COVERAGE. Bidder agrees to provide awarded items and/or services as specified in the Contract document. This Contract may be extended by mutual consent for up to three (3) additional 12-month periods and/or 90-day extension.

7.2. AGREEMENT PRICES. Unit prices quoted shall remain firm for the initial Contract term. One (1) price increase may be allowed for each option period as the result of:

- 1) Manufacturer or supplier price increases in the product(s) offered
- 2) Governmental or regulatory agency increases to the trade
- 3) Regional Consumer Price Index (CPI) increases to the industry

Any request for a price increase must be substantiated with documentation from a manufacturer, supplier, or governmental agency and must be submitted in writing at least thirty (30) days prior to the effective date of the increase. The City will be

BANNER INSTALLATION AND REMOVAL SERVICE

the sole judge of acceptable option year price increases, should it decide to exercise its option to extend under this Contract.

8. APPROPRIATION / CONTINGENCY OF FUNDS. This Agreement is subject to and contingent upon budgetary appropriations being approved by the City Council for each fiscal year during the term of this Agreement. If such appropriations are not approved, the Agreement will be immediately terminated without penalty to the City.

9. LICENSES, PERMITS AND/OR CERTIFICATIONS. Contractor shall hold the following current and valid licenses, permits and/or certifications at all times during the term(s) of the Contract:

- City of Santee Business License (at time of award)

Failure to possess the above specified licenses, permits and/or certifications may be cause to terminate the Contract.

10. PUBLIC SAFETY. During the performance of the Work, Contractor shall take all necessary precautions and place proper guards for the prevention of accidents and shall indemnify and save harmless City and the City Council, its officers and agents, and employees from all damages and costs to which they may be put by reason of injury to person or property resulting from the Contractor's negligence or carelessness in the performance of the Work, or in guarding the same, or from any improper equipment and/or supplies used, or by or on account of any act or omission of the Contractor or Contractor's agents.

11. COOPERATIVE PURCHASING. If mutually agreeable to both parties, the use of any resulting contract may be extended to other government agencies. It shall be understood that all terms and conditions as specified herein shall apply. The City of Santee will not be an agent, partner or representative of any other government agency as it relates to this specification and is not obligated or liable, including, but not limited to, payment for an order placed by any other government agency.

12. COMPLIANCE WITH PROVISIONS OF LAW RELATIVE TO PUBLIC CONTRACTS. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law.

IN WITNESS WHEREOF, this Contract is executed by the City Manager of the City of Santee. Contractor has caused this document to be executed and its corporate name and seal to be hereunto attached by its proper officer's thereunto duly authorized, the day and year first hereinabove written.

CITY OF SANTEE

By: _____
Marlene Best, City Manager

Date: _____

**APPROVED AS TO FORM:
BEST & KRIEGER LLP**

By: _____

Date: _____

CONTRACTOR

By: _____

Print Name: _____

Title: _____

By signing above, I attest that I am an authorized representative / agent, that I am authorized by my signature to bind this company contractually and certify under penalty of perjury the accuracy of the representations made on the Agreement and related Documents.

BANNER INSTALLATION AND REMOVAL SERVICE
CONTRACT SPECIFICATIONS - GENERAL PROVISIONS

1. INTENT

To the fullest extent reasonably possible, all provisions of the Contract Documents shall apply to performance of the Work hereunder; provided however, that in resolving conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

- a) Permits: Other agency permits as may be required by law.
- b) Change Orders, Addenda, Supplemental Agreements and approved revisions to the plans and specifications.
- c) Contract
 - 1) Agreement
 - 2) Technical Provisions
 - 3) Plans, if applicable
 - 4) General Provisions
 - 5) Bid Proposal
 - 6) Information for Bidders
 - 7) Notice Inviting Bids

2. TERMS AND DEFINITIONS

Whenever in the General Provisions or Technical Provisions the following terms are used, they shall be understood to mean and refer to the following:

- a) CITY. CITY OF SANTEE, acting through properly authorized agents, such agents acting within the scope of the particular responsibilities entrusted to them.
- b) CITY COUNCIL. CITY COUNCIL of the City of Santee.
- c) DIRECTOR. DIRECTOR OF COMMUNITY SERVICES, acting either directly or through properly authorized agents, such agents acting within the scope of the particular responsibilities entrusted to them.
- d) RECREATION SERVICES MANAGER. City of Santee Community Services Department RECREATION SERVICES MANAGER.
- e) CONTRACTOR. CONTRACTOR and/or any person or subcontractor employed by the Contractor and working under this contract and agreement.
- f) BANNERS. Referred herein as “banners” or “custom banners” interchangeably.
- g) ONE-TIME. One-time task that will not be ongoing.
- h) AS-NEEDED. Occasional services performed by Contractor beyond scheduled frequencies.

Other terms appearing in the *General Provisions* or *Technical Provisions* shall have the intent and meaning specified therein.

Contract oversight is by the Director of Community Services, Recreation Services Manager, and/or other designated City representative. As such, the use of the titles, “Director of Community Services, “Recreation Services Manager”, “Director” and/or “designated City representative” shall all refer interchangeably to the City representative authorized to act on behalf of the City to the extent set forth in the Contract Documents.

3. LOCATIONS OF WORK

The Work shall be performed at various City locations including but not limited to corners of intersections, pedestrian bridges and street lights.

Location 1: Mission Gorge Road near Post Office. 6' x 20' and 6' x 4' hung on cables using clips. A lift will be needed.

Location 2: Cuyamaca Street Pedestrian Bridge. 6' x 10' Banners are screwed into pre-installed holes on pedestrian bridge. A lift will be needed.

Location 3: Street lights on both sides of Mission Gorge Road between Town Center Parkway and Riverview Parkway. 3' x 8' street banners hung on brackets.

BANNER INSTALLATION AND REMOVAL SERVICE

Location 4: Street lights on both sides of Town Center Parkway between Mission Gorge Road and Cuyamaca Street. 3' x 8' street banners hung on brackets.

Location 5: Street lights on west side of Cuyamaca Street between Town Center Parkway and Mission Gorge Road. 3' x 8' street banners hung on brackets.

Location 6: Street lights on both sides of Cuyamaca Street between Mission Gorge Road and SR 52 bridge. 3' x 8' street banners hung on brackets.

Location 7: Mast Boulevard Bridge light poles on both sides. 3' x 8' street banners hung on brackets.

4. DESCRIPTION OF WORK**4.1. SCOPE OF WORK**

The Contract is for BANNER INSTALLATION & REMOVAL SERVICE. Contractor shall provide all labor, materials, machinery, equipment, tools, supplies and mobility necessary to perform custom banner installation and removal, including but not limited to hanging and securing-in-place, traffic control, and take down at various City locations on days and times designated by the City. Contract oversight is by the Director of Community Services, Recreation Services Manager and/or other designated City representative. As such, the use of the titles, "Director of Community Services," "Director", "Recreation Services Manager" and/or "designated City representative" shall all refer interchangeably to the City representative authorized to act on behalf of the City to the extent set forth in the Contract Documents.

The quantity of banners to be installed will depend on the fiscal year event schedule determined by City staff.

A tentative special events banner count for FY 2020-21 is attached hereto as [Exhibit 'A'](#), subject to change.

4.2 AVAILABILITY / RESPONSIVENESS OF CONTRACTOR

At all times during the term of this Contract, Contractor shall provide the City with name(s) and phone number(s) of person(s) representing the Contractor for 24-hour emergency response, seven (7) days per week. Should this information change, the City must be notified in writing within 12 hours after said change. The City will, in turn, provide the Contractor its emergency contact information.

Additional and/or Emergency Service: Should the City require additional or emergency service, Contractor's response time shall be within twenty-four (24) hours, or the next business day if the request is made on a weekend or holiday, or a different date and time if mutually agreed upon by City and Contractor.

4.3 SCHEDULING

Contractor shall schedule installation and/or removal of banners in a manner that minimizes the inconvenience to the City personnel and/or the public. Precautions shall be taken so that nuisance noise, dust and waste are not created during the Work.

4.3.1 Hours of Work: Work performed under this Contract shall be performed any day between the hours set forth below at the discretion of the Contractor with approval of the Director or Recreation Services Manager:

All Locations 1-7 (Mission Gorge Road, Cuyamaca Street, Mast Blvd and Town Center Parkway): 9:00 PM to 6:00 AM.

4.3.2 Schedule of Work: It is important to the City that all banners be put up and taken down in a timely manner therefore the Work shall be performed in accordance with the agreed upon schedule/timeframe, written or verbal, after a City-approved proof has been received by the Contractor. Said work schedule shall identify each location and delineate the days and times the Work can be performed, start date and deadline for completion. Repeated delays by the Contractor may be cause for the City to cancel the Contract or apply liquidated damages.

Tentative schedule for FY 2020-21 is attached hereto as [Exhibit 'A'](#), subject to change.

4.3.3 Compliance with Schedule. The Director or Contractor may request a change in the schedule whenever it is necessary to maintain the standards set forth in the Contract Documents or to accommodate the public.

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Should a schedule need to be changed, a revised schedule must be agreed upon between City and Contractor prior to implementing the change.

Contractor shall comply with the schedule approved by the Director. Deviations shall only be permitted when there is inclement weather, unusual local conditions or emergency. The City will utilize said work schedule as one of the methods to monitor the Contractor's performance of the Contract.

In the event a service date is missed, Contractor shall report the missed Work to the Recreation Services Manager within 24 hours of the date missed and reschedule with the Recreation Services Manager within three (3) working days of the missed Work. Any change in regular service dates and times must be approved the Recreation Services Manager at least on (1) week prior to the new schedule.

4.3.4. Liquidated Damages: Failure to complete the Work, including banners not delivered, installed, removed and/or changed-out, within the time limit specified for each schedule, or any extension thereof, City may deduct from any moneys due or that may become due the Contractor under this contract, a sum of \$50 per day, as liquidated damages and not as a penalty, for each day's delay after the expiration of such period until the banners are delivered, installed, removed and/or changed-out as requested by the City. The parties agree that to the extent the banners are not delivered, installed, removed and/or changed-out within the time limit specified, it would be impractical and extremely difficult to fix the actual damages suffered by the City and the sum of \$50 per day shall be presumed to be the amount of damages sustained.

4.3.5. Excusable Delays: Except for the obligation of payment of money, in no event shall either party be liable, one to the other, for any delay or failure to perform hereunder, which delay or failure to perform is due to causes beyond the control of said party, including, but not limited to: acts of God; acts of the public enemy; acts of the United States of America, or any state, territory or political division of the United States of America, or of the City of Santee; fires; floods; epidemics; quarantine restrictions; strikes; or other causes beyond the control of the party claiming excusable delay.

Repeated unexcused tardiness will not be tolerated and may be cause for termination of the Contract.

4.3.6. Holidays. If a holiday occurs on a scheduled Workday, work shall resume within two (2) business days and at no additional cost to City.

4.3.7. Inclement Weather. Should inclement weather or other acts of God prohibit Contractor from working, Contractor's work schedule will be adjusted to correspond with the same amount of time that Contractor was unable to work.

4.4. QUALITY OF WORK

All work shall be performed in a thorough and professional manner so that the residents, businesses and City personnel are provided reliable, courteous and high-quality services at all times.

The Contractor shall conduct all work at all times in a manner that will not unreasonably interfere with pedestrian or vehicular traffic. If Work requires interference with pedestrians or vehicular traffic, City approval must be obtained in advance, excepting emergency situations.

The Contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified. Within five (5) working days prior to the starting date of the contract, the Contractor shall submit a copy of their program to the Recreation Services Manager.

4.5. CONTRACTOR'S PERSONNEL

Contractor shall furnish sufficient supervisory and working personnel who are properly licensed and capable of promptly accomplishing, to the satisfaction of the Director and on schedule, all Work required under this Contract. Such supervisory personnel must have adequate field experience and technical background to supervise the Work and assure compliance with the Contract.

Contractor and his employees shall conduct themselves in a proper and efficient manner at all times and shall cause the least possible inconvenience to the public. Personnel shall be fully clothed in suitable attire that bears the Contractor's name or identifying mark. The Director may require the Contractor to remove from the work site(s) any employee(s) deemed careless, incompetent, or who is an annoyance to the public.

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Contractor shall publish and distribute to all employees, workers and subcontractors (hereinafter worker) a statement notifying worker that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited. Any worker under the effect or residual effect of such controlled substance is considered a hazard and shall be removed from the job site immediately. This notice shall state that the worker has an obligation to abide by the terms of this Contract and to notify the Contractor in writing of any violation of a criminal drug statute occurring in the workplace or at the job site. Contractor shall notify City of such incident and take appropriate action within thirty (30) days. Contractor is responsible to see that this requirement is included in all Subcontractor contracts.

4.6. COMMERCIAL MOTOR VEHICLE SAFETY

Contractor shall comply with the requirements for Commercial Motor Vehicle Safety set forth in 49 USC Chapter 311 and 49 CFR Part 383, including, but not limited to, pre-employment, reasonable suspicion, random and post-accident testing of operators of commercial motor vehicles for use, in violation of law or Federal regulations, of alcohol or controlled substances.

4.7. COMPLIANCE WITH ENVIRONMENTAL REGULATIONS

Contractor shall comply with all Environmental Regulations in the performance of the Work or any portion thereof, and shall indemnify the City in accordance with Section 22 of this Agreement for any and all claims of any type in any way relating to or arising from Contractor's performance of the Work under this Agreement. Contractor shall immediately notify the City in the event any violation of any Environmental Regulation is reasonably suspected to have occurred. For purposes of this section, the term "Environmental Regulations" means any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating to dangerous, toxic or hazardous pollutants, Hazardous Substances or chemical waste, materials or substances. The term "Hazardous Substances" means (a) any oil, flammable substance, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which (i) pose a hazard to the Project or to persons on or about the Project or (ii) cause the Project to be in violation of any Environmental Regulation; (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas; (c) any chemical, material or substance defined as or included in the definition of "waste," "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste," or "toxic substances" or words of similar import under any Environmental Regulation including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 USC §§ 9601 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 USC §§ 6901 et seq.; the Hazardous Materials Transportation Act, 49 USC §§ 6901 et seq.; the Federal Water Pollution Control Act, 33 USC §§ 1251 et seq.; the California Hazardous Waste Control Law ("HWCL"), Cal. Health & Safety Code §§ 25100 et seq.; the Hazardous Substance Account Act ("HSAA"), Cal. Health & Safety Code §§ 25300 et seq.; the Underground Storage of Hazardous Substances Act, Cal. Health & Safety Code §§ 25280 et seq.; the Porter-Cologne Water Quality Control Act (the "Porter-Cologne Act"), Cal. Water Code §§ 13000 et seq., the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65); and Title 22 of the California Code of Regulations, Division 4, Chapter 30; and, San Diego Regional Water Quality Control Board Order#R9-2013-0001. (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or agency or may or could pose a hazard to the health and safety of the occupants of the Project or the owners and/or occupants of property adjacent to or surrounding the Project, or any other person coming upon the Project or adjacent property; or (e) any other chemical, materials or substance which may or could pose a hazard to the environment.

The Contractor, all employees, agents and subcontractors who have a reasonable probability of coming into contact with hazardous materials shall be adequately trained to comply and shall comply with all laws and regulations relating to the care and protection of the environment in the performance of the Work or any portion thereof.

4.8 COMPLIANCE WITH COUNTY HEALTH ORDERS

To ensure that practices and procedures are consistent with measures to help limit the spread of COVID-19 while carrying out operations, the City continues to closely coordinate with, and monitor information and updates from the Centers for Disease Control and Prevention (CDC), the California Department of Public Health (CA DPH), the San Diego County Health and Human Services Agency and others related to COVID-19. Per the County of San Diego Public Health orders, facial coverings are required. In addition, essential businesses, must create and post COVID-19 protocols for appropriate guidelines, behavior, and sanitation at each business, and facility. Please refer to https://www.sandiegocounty.gov/content/sdc/hhsa/programs/phs/community_epidemiology/dc/2019-nCoV/health-order.html for the latest information and guidance.

4.9. CONFIDENTIALITY

Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Agreement.

BANNER INSTALLATION AND REMOVAL SERVICE**4.10. CHANGES IN WORK AND/OR EXTRA WORK**

The City reserves the right to increase or decrease the Contract quantities by up to fifty percent (50%) per year without renegotiating the unit cost. Additional work will be compensated at the unit cost bid for each item of work so long as such additional work does not exceed fifty percent (50%) of the estimated annual quantity.

Regardless of the change, all changes made to the Contract documents, whether it be character of the Work or quantity of the Work, must be agreed upon, in writing, by both Director and Contractor and implemented with a Change Order and/or Contract Amendment. Change Orders and/or Contract Amendments shall include a brief description of the change, dollar value of the change, and any adjustments in Contract time, if applicable. If no prices are named in the Contract to cover such changes or alterations, the cost of such changes shall be determined by agreement between the Director and the Contractor. If an agreement cannot be reached, such changes causing an increase in work shall be covered as hereinafter provided for as Extra Work. Decreases in work shall be negotiated by the Director and the Contractor.

The Recreation Services Manager and/or his designee may prescribe, in writing, a modification of requirements or of methods of work; or in the quantity or character of the Work to be furnished. In the event conditions develop which, in the opinion of Contractor, make strict compliance with these Contract Specifications impractical, Contractor shall submit to the Recreation Services Manager and/or his designee for their consideration and approval or disapproval, a written request for modification of requirements of the Work. This request shall set forth in detail, the reasons why the specified requirements are considered impractical and Contractor's proposal for any alternate that will relieve this alleged impracticality.

If such changes increase or diminish the quantity or amount of work to be done, they shall not constitute the basis for a claim for damages or anticipated profits on the work that may be dispensed with; provided, that as such changes or alterations render useless any work already done, the Recreation Services Manager and/or his designee shall make reasonable allowance therefore, which action shall be binding upon both parties. Should any Contract item be deleted in its entirety, payment will be made only for actual costs incurred prior to notification of such deletion.

4.11. EXTRA WORK

Any additional work performed shall be subject to all of the provisions of the Contract and Contractor's sureties shall be bound with reference thereto as under the original Contract. If during the performance of the Contract it shall, in the opinion of the Director, become necessary or desirable for the proper completion of the Contract to order work done or materials or equipment furnished which, in the opinion of the Director, are not susceptible of classification under the tasks named in the Bid Proposal, Contractor shall do and perform such work and furnish such materials and equipment. Such labor, materials, machinery, equipment, tools, or supplies will be classed as extra work and shall be ordered in writing before such work is started. No extra work shall be paid for unless ordered in writing by the Director or his designee.

Extra work and material will ordinarily be paid for at a lump sum or unit price agreed on in writing by the Director and Contractor before the extra work shall be ordered. If any work or materials are ordered under this section on a "cost-plus basis," Contractor shall provide the Recreation Services Manager written reports showing the name and number of each worker employed thereon, the number of hours employed thereon, the character of work Contractor is doing, and the wages paid or to be paid, also showing the materials delivered and any other items that may enter into the cost, the quantity, and the character of each such material, from whom purchased and the net amount paid or to be paid therefore, and, such other information as directed. If required, Contractor shall produce any books, vouchers, other records, or memoranda that will assist the Recreation Services Manager in determining the true, necessary cost of the work and materials to be paid for. Utilizing such cost-plus basis, the Contractor is paid for all of its costs of performance (labor, materials, equipment, management and other services) plus a maximum of fifteen percent (15%) additional percentage for overhead and profit.

Whenever any parts or equipment must be replaced because of Contractor's actions or failure to act, Contractor shall perform such replacement at no additional cost to the City.

4.12. TEMPORARY SUSPENSION OF WORK

The City shall have the authority to suspend the Work wholly or in part, for such period as the City deems necessary, due to unsuitable weather or to such other conditions as are considered unfavorable for the suitable prosecution of the Work, or for such time as the City may deem necessary due to the failure on the part of the Contractor to carry out orders given or to perform any provisions of the Work or otherwise. The Contractor shall immediately comply with the written order of the City to suspend the Work wholly or in part, and shall not resume the Work until ordered to do so in writing by the City.

In the event that a suspension of Work is ordered because of failure on the part of the Contractor to carry out orders given or to perform any provisions of the Work, such suspension of Work shall not relieve the Contractor of its responsibility to complete the Work within the time limits set forth in the Contract Documents, and shall not be considered cause for extension

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of the time for completion, and further, such suspension of Work shall not entitle the Contractor to any additional compensation.

4.13. INSPECTION

All work shall be subject to the approval of the City and any work in need of correction because of improper or unsatisfactory preparation or workmanship shall be corrected by Contractor to the satisfaction of, and at no cost to, the City.

Contractor will have two (2) days from the time of notification to correct improper or unsatisfactory work notwithstanding that such defective work had been previously overlooked by the Director or paid for previously. In the event said work is not corrected within the time specified above, and in addition to any other actions/remedies permitted by law, City shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to correct said work from Contractor's invoice.

4.14. NOTICE OF OBSTRUCTIONS.

Any obstruction noted by the Contractor shall be reported immediately by Contractor to the Recreation Services Manager and/or his designee.

4.15. SAFETY REQUIREMENTS

All work performed under this Agreement shall be performed by qualified Contractor personnel who, through related training or on the job experience, or both, are familiar with the practices and hazards of the Work and the equipment used in such operations. Work shall be done in such manner as to ensure maximum safety to City personnel, the public and employees of the Contractor. Where applicable, Contractor shall comply with all safety standards established by California Occupational Safety and Health Administration (CAL-OSHA). Contractor shall immediately cease any act or action if the Director or his designee determines that unsafe acts are occurring and orders that such action cease.

It is part of the service required of Contractor to make whatever provisions are necessary to protect City personnel and the public. Contractor shall use foresight and take such steps and precautions necessary to protect the City personnel and the public from danger, loss of life or property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partially completed work or partially removed facilities. Unusual conditions may arise on the work which will require the immediate and unusual provisions be made to protect City personnel and/or the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this Contract.

Whenever, in the opinion of the Director or his designee, an emergency exists because Contractor has not taken sufficient precaution for public safety, or protection of utilities or adjacent structures or property, the Director or his designee will order Contractor to provide a remedy for the unsafe condition. If Contractor fails to remedy the unsafe condition within the amount of time set forth herein, the Director or his designee may provide suitable protection to said situation by causing such work to be done and material to be furnished as may seem reasonable and necessary.

4.15.1. Accident Reporting. Contractor shall immediately notify the Recreation Services Manager and/or City personnel of any accident, regardless of whether or not injury or damage is evident, involving the public and Contractor's staff, vehicles, and/or equipment. Contractor shall, if needed, assist the public by summoning emergency assistance while at the site. Contractor shall cooperate fully with City in the investigation of any injury or death occurring at any site, including the provision of reports and/or documentation as requested by the City.

4.16. PROJECT SITE MAINTENANCE**4.16.1. Sound Control Requirements**

Contractor shall comply with all local sound control and noise level rules, regulations and ordinances, which apply to any work performed pursuant to the Contract.

4.16.2 Traffic Control

Contractor shall conduct all work at all times in a manner that will not unreasonably interfere with pedestrian or vehicular traffic and planned well in advance to keep traffic obstructions, public inconvenience and lost work time to a minimum. **Should the Work interfere with pedestrians or vehicular traffic, Contractor will be required to use cones and obtain a "one-time" Encroachment Permit and submit a traffic control plan in advance.** The cost for the Encroachment Permit will be incurred by the City.

Contractor shall ensure that access to all driveways in the area of work remain open and accessible. Any obstruction noted by the Contractor shall be reported immediately by Contractor to the Recreation Services

Manager.

Pedestrian and vehicular traffic shall be allowed to pass through the work area only under conditions of safety and with as little inconvenience and delay as possible. If parking is to be prohibited during work, "No Parking" signs shall be installed forty-eight (48) hours prior to work commencing.

Contractor shall provide and maintain adequate barricades and warning devices, per the latest edition of State of California's Manual of Traffic Controls for Construction and Maintenance Work Zones. Copies of this manual can be secured from the State of California - Department of Transportation (CALTRANS). Regardless of where Work is performed, a traffic control plan must be submitted and approved by the City Traffic Engineer a minimum of seven days before the work commencing.

4.16.3 Existing Structures, Signs and Facilities

During the performance of Work under this Contract, Contractor shall protect from damage all existing structures, signs and facilities, other than those called for removal, including but not limited to directional, warning, advisory and regulatory signs, street markers and roadside mailboxes. If Contractor is required to alter the physical location of any structures, signs and/or facilities during the performance of work, Contractor shall maintain these structures, signs and facilities in an erect and functional position and condition at all times during the period of Work. Contractor shall replace any of these structures, signs or facilities that are damaged or lost as a result of Contractor's performance at no cost to City. All such repairs or replacements shall be completed within the time limits specified by the City.

4.16.4 Existing Utilities

Power, cable television, and telephone lines, water lines, gas lines, underground utility conduits and miscellaneous pipelines, are within and/or run adjacently to roadway rights-of-way.

Contractor shall take steps to contact the owner(s) of all overhead utilities prior to doing work that may damage such utilities or interfere with their service. If Contractor makes no attempt to contact owner(s) or otherwise operates in an imprudent manner, as determined by the Public Services Manager and/or his designee, the repairs to damaged utilities in the course of work shall be Contractor's responsibility and all costs resulting thereby shall be borne by Contractor.

Contractor shall take steps to determine the exact location of all underground facilities by contacting Dig Alert at 1-800-227-2600, prior to doing work that may damage such facilities or interfere with their service. If Contractor makes no attempt to locate underground facilities or otherwise operates in an imprudent manner, as determined by the Public Services Manager and/or his designee, the repairs to damaged facilities in the course of work shall be Contractor's responsibility and all costs resulting thereby shall be borne by Contractor.

All facilities and/or utilities shall be carefully uncovered if located within the lines of excavation and time shall be allowed for the Public Services Manager and/or his designee to field check the location of such utilities to make certain that they will not interfere with the proposed improvements. In the event the utility conflicts with the proposed improvements, City will either arrange for the utility owner to relocate the utility as necessary to clear the proposed improvements, or adjustments in the grade of the proposed improvements or appurtenances may be made by the Public Services Manager and/or his designee.

Facilities and/or utilities either permanently or temporarily relocated, or supported by the owner shall be protected in place by Contractor. Any damage to existing facilities and/or utilities caused by the Contractor shall be repaired or replaced at the Contractor's sole expense. All such repairs or replacements shall be completed within the time limits specified by the City.

Owners of the various utilities are as follows:

Facility Type:

Communications
Communications
Communications
Electric
Gas
Sewer
Sewer
Storm
Traffic Signals

Utility Owner:

AT&T
Cox Communications
Level 3 Communications
San Diego Gas and Electric
San Diego Gas and Electric
Padre Dam Municipal Water District
City of El Cajon
Drain City of Santee
City of Santee

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Water Service (Potable)	Padre Dam Municipal Water District
Water Service (Recycled Irrigation)	Padre Dam Municipal Water District
Water Transmission (Potable)	Helix Water District
Water Transmission (Potable)	City of San Diego

Utility Agency Business Contacts, Non-Emergency:

AT&T	(800) 422-4133
City of El Cajon	(619) 441-1653
City of Santee	(619) 258-4100 x 167
City of San Diego	(619) 525-3525
Cox Communications	(619) 263-5793
Helix Water District	(619) 596-3860
Level 3 Communications	(858) 688-7007
Padre Dam Municipal Water District	(619) 258-4600
San Diego Gas & Electric	(800) 336-7343

Utility Agency Emergency Contacts:

AT&T	(800) 332-1321
City of Santee Duty Pager	(619) 926-1298
Cox Communications	(619) 263-1032
Helix Water District	(619) 446-3234
Padre Dam Municipal Water District	(619) 448-3111
San Diego Gas & Electric	(800) 611-7343

4.17 HAZARDOUS CONDITIONS

Any hazardous conditions noted by Contractor and not corrected by Contractor shall be reported immediately by Contractor to the Recreation Services Manager and/or his designee.

5 PAYMENTS / DEDUCTIONS FROM PAYMENTS**5.1 PAYMENTS**

On or before the first day of each calendar month, Contractor shall submit a detailed invoice to the Recreation Services Manager requesting payment for services rendered in the preceding month. Upon receipt of the invoice, it shall be reviewed by the Recreation Services Manager for the purpose of determining whether the payment request is undisputed and proper for payment. A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the City. If it is determined not to be a request suitable for payment, it shall be returned to Contractor as soon as practicable, but not later than seven (7) working days after receipt, accompanied by a document setting forth in writing the reasons why the invoice is not proper. Contractor's failure to submit invoices on a timely basis may be grounds for termination of this Contract in accordance with Section 16.

City shall make the payment within thirty (30) days after receipt of an undisputed and properly submitted payment request from Contractor. The number of days available to City to make a payment without incurring interest pursuant to this paragraph shall be reduced by the number of days by which the Recreation Services Manager exceeds the seven (7) day requirement. The City may deduct from any payment all amounts necessary to protect City to the extent authorized by California law. The failure by the City to deduct any of these sums from a payment shall not constitute a waiver of the City's right to such sums. Contractor must execute a conditional waiver and release for payment pursuant to Civil Code Section 3262.

All services/responses shall include trip charges, truck charges, fuel charges, tool charges, and any other charges not stated herein. Travel time is not billable.

City may retain out of any amounts due the Contractor sums sufficient to cover a "Late Fee". A "Late Fee" is defined as follows: If and when Contractor is not on site with all necessary equipment within one (1) hour after initial notification of the emergency, City may deduct from previous invoices \$50.00 for every 15 minutes past the two (2) hour Emergency Response time. Maximum "Late Fee" for each occurrence: \$500.00.

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- 5.1.1 Payment for Materials and/or Rental Equipment.** Whenever materials and/or rental of equipment are billed on Contractor's request for payment/invoice, a copy of detailed vendor invoices must be attached for verification. Such invoices and/or receipts must document total costs to the Contractor, including discounts, and may then have a not to exceed fifteen percent (15%) mark-up added. Note: Prior City approval is required for all rented equipment.

5.2 DEDUCTIONS FROM PAYMENTS

The Director may retain out of any amounts due the Contractor sums sufficient to cover any unpaid claims provided, however, that Stop Notices of said claims shall have been filed with the City. The City shall deduct from billings and shall not pay the following:

- a) Any charges attributable to work that, in the opinion of the Recreation Services Manager, have not been performed, have been improperly performed, or have caused damage by the Contractor.
- b) Any claims for extra work that did not have prior written approval from the Recreation Services Manager.

6 RECORDS RETENTION

City, State and Federal representatives shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time card, or other records relating to work hereunder. Such material, including all pertinent costs, accounting, financial records and proprietary data, shall be retained by Contractor for a period of five (5) years after termination or expiration of the Contract. The City reserves the right to require the Contractor to provide additional reports and record-keeping processes as the City deems reasonable in order to verify the Contractor's services and invoices for same. If authorized representatives of the City conduct an audit of the Contractor regarding the services provided hereunder and if such audit finds that the City's liability for such services is less than the payments made by the City to the Contractor, then, at the City's discretion, the Contractor shall either: (1) immediately repay to the City the overpayment, or (2) at City's option, City will give to Contractor credit against any future payments due the Contractor.

7 ASSIGNMENT OF CONTRACT

Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or Contractor's right, title or interest in or to the same or any part thereof to any other person, company or corporation, including any franchisee of contractor, without previous consent in writing from the City. If the Contractor shall without previous written consent, assign, transfer, convey, sublet, or otherwise dispose of the Contract or its obligations, duties, responsibilities, rights, title or interest therein, or any of the monies to become due under the Contract, to any other person, company, or other corporation, including any franchisee of the contractor, the Contract may at the option of the City, be terminated, revoked, and annulled, and the City shall thereupon be relieved and discharged from any and all liability and obligations growing out of the Contract to the Contractor, and to its assignee or transferee. No right under the Contract, nor any right to any money to become due hereunder, shall be asserted against the City in law or equity by reason of any so-called assignment of the Contract, or any part thereof, or by reason of the assignment of any monies to become due hereunder unless authorized as aforesaid by written consent of the City.

8 ORAL MODIFICATIONS INEFFECTIVE

No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in any of the Contract Documents and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, except by a waiver or modification thereof in writing and signed by the Director and the Contractor.

9 WAIVER OF DEFAULT

Any waiver by the City of any default of any one or more of the terms, covenants, or conditions of the Contract shall not be construed to be a waiver of any subsequent or other default of the same or of any other term, covenant, or condition, nor shall failure on the part of the City to require exact and complete compliance with any of the terms, covenants, or conditions be construed as in any manner changing the terms of the Contract or stopping City from enforcing the full provisions thereof. No delay, failure, or omission of the City to exercise any right, power, privilege or option arising from any default, nor any subsequent payments made by the City then thereafter shall impair any such right, power, privilege or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right.

No notice to Contractor shall be required to restore or revive "time is of the essence" after the waiver by the City of any default.

No option, right, power, remedy or privilege of the City shall be construed as being exhausted by the exercise thereof in one

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or more instances. The rights, powers, options and remedies given the City hereunder shall be cumulative.

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay timely performance that party shall, within five (5) business days, give notice hereof including all relevant information with respect thereto, to the other party.

10 CONTRACT DOCUMENTS REPRESENT ENTIRE AGREEMENT

The Contract Documents represent the entire understanding of the City and Contractor as to those matters contained therein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents.

11 SEVERABILITY

The unenforceability, invalidity, or illegality of any provision(s) of this Contract shall not render the other provision(s) unenforceable, invalid or illegal.

12 PROCEDURE FOR RESOLVING DISPUTES

Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Agreement, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

13 ASSIGNMENT OF ANTI-TRUST CLAIMS

Contractor offers and agrees to assign to City all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to this Contract. Such assignment shall be made and become effective at the time City tenders final payment to Contractor, without further acknowledgment by the parties. If after the foregoing procedures are completed a civil action is filed, the action shall be subject to the mediation and arbitration provisions required by Section 20104.4 of the Public Contract Code.

14 THIRD-PARTY CLAIMS

Pursuant to Section 9201 of the Public Contract Code, the City shall provide the Contractor with timely notification of the receipt of any third-party claims, relating to the Contract. The City shall be entitled to recover its reasonable costs incurred in providing such notification.

15 NOTICES

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed as shown below and shall be effective upon receipt thereof.

CITY:
Heather Heckman
Management Analyst
City of Santee
10601 Magnolia Avenue
Santee, CA 92701

CONSULTANT:
Attn:
Title
Company
Address
Address

16 NON-DISCRIMINATION

Contractor will comply with all applicable federal, state and local laws, ordinances, and regulations, including the Americans with Disabilities Act (ADA), California Fair Employment and Housing Act (FEHA) and Title VII of the Civil Rights Act of 1964. Consultant will not discriminate in any way, against any person, on the ground of race, color, national origin, religion,

BANNER INSTALLATION AND REMOVAL SERVICE

religious creed, age (over 40), sex and gender (including pregnancy, childbirth, breastfeeding or related medical conditions), sexual orientation, gender identity, gender expression, disability (mental and physical), medical condition, genetic information, marital status, or military and veteran status, in connection with services under this Contract.

17 TERMINATION**17.1 TERMINATION OF CONTRACT BY CITY**

This Contract, or any portion thereof, may be terminated by City at any time and for any reason or no reason by giving Contractor ten (10) calendar days advance written notice. In the event of termination, City shall pay Contractor for all Work adequately performed up to that time as provided herein. In the event of termination, City may reduce payment to the Contractor in the amount necessary to offset City's resulting damages, and may pursue any other available recourse or remedies against Contractor. In the event this Contract is terminated in whole or in part as provided, City: (a) shall take possession of the affected portion(s) of the Project and the Project site; (b) shall take possession of all affected materials, tools and appliances located on the Project site; (c) may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated; (d) may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract; and (e) may complete the affected portion(s) of the Project by whatever method the City may deem to be in its best interests.

17.2 TERMINATION OF CONTRACT BY CONTRACTOR

The Contractor may terminate the Contract upon ten (10) days written notice to the City, whenever: (1) the entire Work has been suspended for ninety (90) consecutive days through no fault or negligence of the Contractor, and notice to resume the Work or to terminate the Contract has not been received from the City within this time period; or (2) the City should fail to pay the Contractor any undisputed billings in accordance with the terms of the Contract and within the time limits prescribed. In the event of such termination, the Contractor shall have no claims against the City except for Work performed as of the date of termination.

18 UNFORESEEN DIFFICULTIES

All loss or damage arising out of the nature of the Work to be done under the Contract, or from any unforeseen obstructions or difficulties which may be encountered during the progress of the Work and in the prosecution of the same, or from encumbrances on the line of work, shall be sustained by the Contractor, except as may be otherwise specifically provided by the Contract Documents.

19 COMPLIANCE WITH LAW

Contractor shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, current and hereinafter enacted, **including but not limited to Healthy Schools Act of 2000** and facility and professional licensing and/or certification laws and keep in effect any and all other licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation. If Contractor fails to comply with applicable laws, ordinances, codes and regulations results in damage or liability to City, Contractor shall be responsible for indemnifying and holding the City harmless as provided in this Agreement.

20 ATTORNEY'S FEES AND COSTS / VENUE

In the event that any arbitration, action, suit or other proceeding is instituted to enforce any provision of this Contract, and/or to remedy, prevent, or obtain relief from a breach of this Contract, the prevailing party shall be entitled to recover all of its attorney's fees and costs incurred in each and every such arbitration, action, suit or other proceeding, including any and all appeals or petitions therefrom. As used herein, attorney's fees shall be deemed to mean the full actual costs of any legal services actually performed in connection with the matters involved, calculated on the basis of the usual fees charged by the attorneys performing such services and shall not be limited to "reasonable attorney's fees" as defined by any statute or rule of court. Any lawsuit pertaining to any matter arising under, or growing out of, this contract shall be instituted in a state or federal court located in San Diego County, California.

21 LICENSE NOTICE

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826.

22 LABOR CODE REQUIREMENTS

Pursuant to the requirements of Section 1860 of the Labor Code, the Contractor will be required to secure the payment of workers' compensation to his or her employees in accordance with the provisions of Section 3700 of the Labor Code and shall execute and file with the City the certification form required under Labor Code Section 1861 to this effect.

23 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, with counsel of City's choosing, indemnify and hold the City, the City Council, its officials, officers, agents, employees, and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, arising out of or incident to any acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors in connection with the performance of the Work or this Contract, including claims made by subcontractors for nonpayment, and including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, with counsel of City's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, the City Council, its officials, officers, agents, employees and representatives. To the extent of its liability, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, the City Council, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse City, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code Section 2782.

Contractor shall also indemnify, defend and hold harmless the City, the City Council, its officers, employees, and agents from and against all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect or refusal of the Contractor to faithfully perform the Work and all the Contractor's obligations under the Contract. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party and/or defending any claims or stop notices.

24 INSURANCE

24.1 COMMERCIAL GENERAL LIABILITY

Contractor shall take out and maintain, during the performance of all Work under this Contract and for twelve (12) months following the completion of all Work, in amounts not less than specified in the Contract Documents, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

Coverage for Commercial General Liability insurance shall be at least as broad as the following:

- a) **Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001)**
- b) **Commercial General Liability Insurance must include coverage for the following:**
 - 1) Bodily Injury (including death) and Property Damage
 - 2) Personal Injury/Advertising Injury
 - 3) Premises/Operations Liability
 - 4) Products/Completed Operations Liability
 - 5) Aggregate Limits that Apply per Project
 - 6) Explosion, Collapse and Underground (UCX) exclusion deleted
 - 7) Contractual Liability with respect to this Contract
 - 8) Broad Form Property Damage
 - 9) Independent Contractors Coverage
 - 10) Sexual misconduct coverage, with no applicable sublimit

All such policies shall name the City, the City Council and each member of the City Council, its officers, employees, agents and volunteers as Additional Insureds under the policy. The general liability policy may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City.

24.2 AUTOMOBILE LIABILITY

At all times during the performance of the Work under this Contract, and for twelve (12) months following completion of all Work, the Contractor shall maintain Automobile Liability Insurance for bodily injury (including death) and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the

City.

Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 (ed. 6/92) covering automobile liability, Code 1 (any auto). The automobile liability program may utilize deductibles, but not a self-insured retention, subject to written approval by the City.

24.3 WORKERS' COMPENSATION / EMPLOYER'S LIABILITY

At all times during the performance of the work under this Contract, and for twelve (12) months following completion of all Work, the Contractor shall maintain workers' compensation in compliance with applicable statutory requirements and Employer's Liability Coverage in amounts not less than the limits specified in the Contract Documents.

Such insurance shall include an insurer's Waiver of Subrogation in favor of the City and will be in a form and with insurance companies acceptable to the City.

If insurance is maintained, the workers' compensation and employer's liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City.

Before beginning work, the Contractor shall furnish to the City satisfactory proof that he or she has taken out for the period covered by the Work under this Contract, full compensation insurance for all persons employed directly by Contractor or through subcontractors in carrying out the Work contemplated under this Contract, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof.

24.4 MINIMUM POLICY LIMITS REQUIRED

The following insurance limits are required for the Contract:

Combined Single Limit

Commercial General Liability	\$2,000,000 per occurrence / \$4,000,000 aggregate for bodily injury (including death), personal injury and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury (including death) and property damage
Workers' Compensation / Employer's Liability	Statutory / \$1,000,000 per occurrence

If Contractor maintains higher limits than the minimum shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

24.5 EVIDENCE REQUIRED

Prior to execution of the Contract, the Contractor shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 2011 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (most recent version of Accord 25 Form or equivalent) and Additional Insured Endorsement verifying compliance as required herein. All evidence of insurance shall be signed by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

24.6 POLICY PROVISIONS REQUIRED

The City shall be named as an additional insured on the Commercial General Liability policies using form 2010 1185 or equivalent. Any subconsultant, subcontractor or similar entity performing work must add the City as an additional insured using CG form 20 38 or broader coverage. Blanket endorsements may be accepted at City's discretion. All policies shall contain or shall be endorsed to contain a provision that advanced written notice of any cancellation, including cancellation for non-payment of premium, shall be provided to the City. Statements that the carrier "will endeavor" and "that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives," will not be acceptable on endorsements. At the City's sole discretion, the requirement to endorse policies to provide advanced written notice of cancellation to the City may be waived upon the Contractor's agreement that it shall provide the City with copies of any notices of cancellation immediately upon receipt.

General Liability and Automobile Liability insurance policies shall contain a provision stating that the Contractor's policies are primary insurance and that the insurance of the City, or any named additional insurers, shall not be called upon to contribute to any loss. If the Contractor maintains additional coverage or higher limits than those indicated herein, then the City shall be entitled to additional coverage or higher limits maintained by the Contractor.

24.7 QUALIFYING INSURERS

All policies required must be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

Insurance carriers shall be qualified to do business in California and maintain an agent for process within the State. Such insurance carrier shall have not less than an "A-" policyholder's rating and a financial rating of not less than "Class VII" according to the latest Best Key Rating Guide. Due to market fluctuations in the Workers Compensation sector, the City reserves the right and at its sole discretion to review and accept the Contractor's proposed Workers compensation insurance.

24.8 ADDITIONAL INSURANCE PROVISIONS

The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Contract, including but not limited to, the provisions concerning indemnification.

If at any time during the life of the Contract, the Contractor fails to maintain in full force any insurance required by the Contract documents, the City may terminate the Contract or acquire the necessary insurance for the Contractor and deduct the cost thereof from the appropriate progress payments due the Contractor.

The Contractor shall include any subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor indicating that subcontractor maintains the same levels of insurance as are required by the Contractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

The City may require the Contractor to provide complete copies of all insurance policies in effect for the duration of the Work.

Neither the City nor the City Council, nor any member of the City Council, nor any of the directors, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of the Contract.

BANNER INSTALLATION AND REMOVAL SERVICE
CONTRACT SPECIFICATIONS - TECHNICAL PROVISIONS

TECHNICAL PROVISIONS

SCOPE OF WORK: The Contract is for BANNER INSTALLATION & REMOVAL SERVICE. Contractor shall provide all labor, materials, machinery, equipment, tools, supplies and mobility necessary to perform custom banner installation and removal, including but not limited to hanging and securing-in-place, traffic control, and take down at various City locations on days and times designated by the City. The quantity of banners to be installed will depend on the fiscal year event schedule determined by City staff.

A tentative special events banner count for FY 2020-21 is attached hereto as [Exhibit 'A'](#).

LOCATIONS OF WORK: The Work shall be performed at various City locations including but not limited to corners of intersections, pedestrian bridges and street lights.

Location 1: Mission Gorge Road near Post Office
6' x 20' and 6' x 4' hung on cables using clips. A lift will be needed.

Location 2: Cuyamaca Street Pedestrian Bridge
6' x 10' Banners are screwed into pre-installed holes on pedestrian bridge. A lift will be needed.

Location 3: Street lights on both sides of Mission Gorge Road between Town Center Parkway and Riverview Parkway. 3' x 8' street banners hung on brackets.

Location 4: Street lights on both sides of Town Center Parkway between Mission Gorge Road and Cuyamaca Street. 3' x 8' street banners hung on brackets.

Location 5: Street lights on west side of Cuyamaca Street between Town Center Parkway and Mission Gorge Road. 3' x 8' street banners hung on brackets.

Location 6: Street lights on both sides of Cuyamaca Street between Mission Gorge Road and SR 52 bridge. 3' x 8' street banners hung on brackets.

Location 7: Mast Boulevard Bridge light poles on both sides. 3' x 8' street banners hung on brackets.

BANNER TYPES AND SIZES: The following is a list of typical banner types and approximate sizes:

- ✓ Digitally produced on vinyl. Vinyl adhesive is used for changes to dates and sponsor logos.
- ✓ Sizes: 3' x 8'
- ✓ Sizes: 6' x 4' 6' x 10' 6' x 20'
- ✓ Most banners will be one-sided; some will be two-sided
- ✓ Wind slits required on banners 6' x 20' and larger
- ✓ #2 Grommets with 2' spacing on all except 3' x 8' street light banners
- ✓ Street light and stage banners will have pole sleeves

INSTALLATION: Installation of banners includes furnishing all labor, materials, machinery, equipment, tools, supplies and mobility necessary to install / hang / display custom banners at designated locations throughout the City and as specified herein. The City will be responsible for providing and installing banner poles on the street corners. Should banner poles not be in place when Contractor arrives to install the banner(s), and Contractor is there as scheduled by the City, the City agrees to pay a trip charge for the visit. Contractor will be responsible for notifying the City about broken pole brackets and providing a cost to replace/repair them.

STORAGE: The City will store all banners. Contractor will be required to pick up and drop off banners from City of Santee Community Services Department located at 10601 Magnolia Avenue, City Hall Building 6. Delivery/return of banners shall occur within three (3) business days after they are taken down.

DAMAGED, LOST AND/OR MISSING BANNERS: Contractor shall be responsible for replacing banners that are damaged, lost or misplaced while in Contractor's possession within 30 days of such incurred damage, loss or misplacement.

BANNER INSTALLATION AND REMOVAL SERVICE

ENVIRONMENTALLY PREFERABLE PRODUCTS (if applicable): Contractor is encouraged to provide products that are produced or delivered with minimal use of virgin materials and maximum use of recycled materials so as to reduce waste, energy usage, water utilization, and toxicity.

WARRANTIES: Contractor agrees that the merchandise and supplies to be furnished will be covered by the industry-standard manufacturer's warranty and that the rights and remedies so provided are in addition to, and do not limit, any rights afforded by the City. Contractor warrants to City that they have the right to furnish the merchandise and other materials covered hereunder to City free of all liens, claims, encumbrances and other restrictions. Contractor also warrants that the merchandise shall be free from any defects in material and workmanship and shall conform to and operate in accordance with the specifications for such merchandise.

BANNER INSTALLATION AND REMOVAL SERVICE**EXHIBIT 'A'****TENTATIVE FY 20/21 SPECIAL EVENTS BANNER COUNT****Santee Sunset 5K**

Qty	Size	Structure	Location	Installation Type
1	6'x20'	Grommets	Mission Gorger	Clip onto cables
1	6'x4'	Grommets	Mission Gorge	Clip onto cables
2	6'x10'	Grommets	Cuyamaca Bridge	Hang from pre-drilled holes in the bridge
10	3'x8'	Sleeves	Town Center Parkway	Light poles with brackets

Fido Fest

1	6'x20'	Grommets	Mission Gorger	Clip onto cables
2	6'x10'	Grommets	Cuyamaca Bridge	Hang from pre-drilled holes in the bridge

Spring Eggstravaganza

1	6'x20'	Grommets	Mission Gorge	Clip onto cables
2	6'x10'	Grommets	Cuyamaca Bridge	Hang from pre-drilled holes in the bridge

Summer Concert Series

1	6'x20'	Grommets	Mission Gorge	Clip onto cables
2	6'x10'	Grommets	Cuyamaca Bridge	Hang from pre-drilled holes in the bridge

Santee Salutes

1	6'x20'	Grommets	Mission Gorge	Clip onto cables
2	6'x10'	Grommets	Cuyamaca Bridge	Hang from pre-drilled holes in the bridge
19	2.5'x8'	Sleeves	Town Center Parkway	Light poles with brackets

Santee Bluegrass Festival

1	6'x20'	Grommets	Mission Gorge	Clip onto cables
2	6'x10'	Grommets	Cuyamaca Bridge	Hang from pre-drilled holes in the bridge

Holiday Lighting Celebration

1	6'x20'	Grommets	Mission Gorge	Clip onto cables
2	6'x10'	Grommets	Cuyamaca Bridge	Hang from pre-drilled holes in the bridge